

RECORDATION NO. 26655-87 FILED

NOV 15 '10 -11 55 AM

**SURFACE TRANSPORTATION BOARD**

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November 15, 2010

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment and Assumption Agreement, dated as of November 15, 2010, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Full Service Railcar Lease and related documents previously filed with the Board under Recordation Number 26655-A.

The names and addresses of the parties to the enclosed document are:

Security Trustee/  
Foreclosing Lender/  
Lessor: Wells Fargo Bank Northwest, N.A.  
299 South Main Street  
Salt Lake City, UT 84111

Buyer: GATX Corporation  
Suite 2200  
Four Embarcadero Center  
San Francisco, CA 94111]

Chief  
Section of Administration  
15 November, 2010  
Page 2

A description of the railroad equipment covered by the enclosed document is.

75 hopper railcars: GBRX 65340 - GBRX 65414.

A short summary of the document to appear in the index is:

Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$41 00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W Alvord

RWA/sem  
Enclosures

NOV 15 '10 -11 55 AM

EXECUTION COPY

**ASSIGNMENT AND ASSUMPTION AGREEMENT**  
**SURFACE TRANSPORTATION BOARD**

This Assignment and Assumption Agreement dated as of November 15, 2010 (this "Agreement"), is between (a) **WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION**, located at 299 South main Street, 12th Floor, Salt Lake City, Utah 84111, as security trustee (the "Security Trustee") under that certain Security Agreement, dated as of April 5, 2007 (as amended, supplemented and modified from time to time, the "Security Agreement"), among the Security Trustee, BBRX Four LLC, located at 600 Lexington Avenue, 19th Floor, New York, New York 10022, as borrower (the "Original Borrower"), Hypo Public Finance USA, LLC (as successor to Hypo Public Finance, Inc.), as senior lender (in such capacity as senior lender, the "Original Senior Lender") and Hypo Public Finance USA, LLC (as successor to Hypo Public Finance, Inc.), as agent for the Original Senior Lender (the "Original Senior Agent"), and which Security Trustee is hereby acting as the foreclosing secured party and, in such capacity as foreclosing lender, is acting for and on behalf of the Original Borrower, as lessor (in such capacity, the "Lessor") and (b) **GATX CORPORATION**, a New York corporation, located at 222 West Adams Street, Chicago, Illinois 60606 (the "Buyer"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Purchase Agreement (defined below), which also contains rules of usage that apply to terms defined therein and herein.

**RECITALS:**

A. WHEREAS, the Security Trustee is the security trustee under the Security Agreement, which secures the obligations owed to the Agent and the Lenders under that certain Senior Loan Agreement, dated as of April 5, 2007 (as amended, supplemented and modified from time to time, the "Loan Agreement"), among Original Borrower, as borrower, the Original Senior Lender, as lenders, and the Original Senior Agent.

B. WHEREAS, the (i) the Original Borrower has defaulted on its obligations secured by the Railcar Collateral Assets, (ii) Seller has exercised its post default remedies with respect to the Railcar Collateral Assets and has agreed to sell to the Buyer the Railcar Collateral Assets pursuant to a private foreclosure sale (the "Foreclosure", and Buyer's acquisition of the Railcar Collateral Assets through the Foreclosure, the "Foreclosure Acquisition") conducted in accordance with Sections 9-610 and 9-613 of the Uniform Commercial Code in effect in the State of New York (the "U.C.C.") and (iii) by reason of such sale by Seller to Buyer, Buyer will acquire the rights of the Original Borrower in and to the Railcar Collateral Assets free and clear of all interests of the Original Senior Lender and all interests subordinated to the interests of the Seller (including those held by the Original Borrower) pursuant to U.C.C. § 9-617. This Assignment and Assumption Agreement constitutes a transfer statement within the meaning of U.C.C. § 9-619..

C. WHEREAS, the Buyer is acquiring the Railcar Collateral Assets at the Foreclosure for a cash payment of US\$76,500,000 in accordance with the terms of a Purchase Agreement, dated as of November 11, 2010 (the "Purchase Agreement") between the Seller and the Buyer.

D. WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement by the Security Trustee, acting as foreclosing lender and lessor, and the Buyer.

E. WHEREAS, through this Agreement and in accordance with the terms hereof, Seller, as the Security Trustee, in its capacity as the foreclosing secured party and Lessor, desires to effect the sale of the Railcar Collateral Assets to the Buyer through the Foreclosure, and the Buyer desires to acquire from the Seller, as the foreclosing lender, all of the Original Borrower's rights, title and interest in and to the Railcar Collateral Assets, and, in conjunction therewith, the Buyer desires to assume all of the Original Borrower's right, title and interest and obligations under the Leases, all upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. Assignment. Effective as to each item of Equipment from and after the date hereof, the Lessor hereby assigns, transfers and conveys to the Buyer all of the Lessor's respective rights, title and interest, in and to such item of Equipment listed on Exhibit A hereto and assigns to the Buyer all of the Lessor's rights and obligations, under each of the Leases listed on Exhibit A hereto (collectively, the "Assigned Operative Agreements").

Notwithstanding the foregoing, each of the Lessor and the Buyer shall continue to be entitled to the benefit of any applicable rights to indemnification for tax and other matters which arose or may arise from or be related to any event or circumstance occurring or in existence prior to the date hereof, as specified in the Purchase Agreement.

2. Acceptance of Assignment; Effect of Assignment. The Buyer accepts the assignment contained in Section 1 and agrees to be bound to the same extent as the Original Borrower by all the terms of the Assigned Operative Agreements. Effective on and after the date hereof, after giving effect to the transaction described herein, the Buyer shall be deemed to stand in the place of the Original Borrower for all purposes under the applicable Assigned Operative Agreements and each reference in the Assigned Operative Agreements to the Original Borrower shall be deemed to mean the Buyer from and after the date hereof.

3. Amendments. No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

4. Notices. All notices, requests or other communications to or upon any party hereto in connection herewith shall be given in the manner prescribed by Section 9.5 of the Purchase Agreement.

5. Headings. The section headings used in this Agreement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.

6. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

7. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to the conflict of law rules thereof, other than Section 5-1401 of the New York General Obligations Law.

8. Recordation. The Buyer and the Lessor agree to record this Agreement with the Surface Transportation Board and with the Registrar General of Canada, if applicable, to evidence the assignment by the Lessor to the Buyer of the Lessor's rights under the Lease, if and only if the Lease has been recorded with the Surface Transportation Board and/or the Registrar General of Canada, as the case may be.

9. Further Assurances. Each of the parties hereto covenants and agrees that, at any time and from time to time after the date hereof, at the request and expense of the requesting party hereto, it will promptly and duly execute and deliver, or cause to be executed and delivered, to the requesting party all such further instruments and take all such further action as may be reasonably requested by such party to more effectively sell, transfer, assign, and convey each item of Equipment.

10. Binding Agreement. This Agreement shall be binding upon the Lessor and the Buyer, their respective successors and permitted assigns, for the use and purposes set forth and referred to herein, effective as of the date hereof.

[Remainder of page intentionally left blank]

[Assignment and Assumption Agreement]

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been duly executed by the parties hereto as of the date first above written.

**WELLS FARGO BANK NORTHWEST,  
NATIONAL ASSOCIATION**  
as security trustee, as foreclosing lender acting  
in such capacity for and on behalf of Original  
Borrower, as lessor

By:   
Name: G. Brad Martin  
Title: Asst. Vice President

**GATX CORPORATION,**  
as Buyer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Assignment and Assumption Agreement]

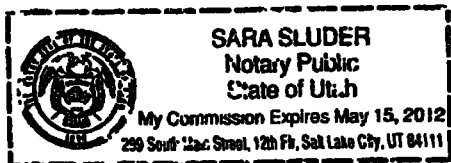
State of Utah )

County of Salt Lake )

On this, the 9th day of November, 2010, before me, a Notary Public in and for said County and State, personally appeared G. Brad Martin, who acknowledged himself/herself to be a duly authorized person of **WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION**, as security trustee, as foreclosing lender acting for and on behalf of Original Borrower, as lessor, and that, as such duly authorized person, he/she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name: Sara Sluder  
Notary Public Sara Sluder



My Commission Expires: MAY 15, 2012

Residing in: Utah

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of [\_\_\_\_], 2010, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of [\_\_\_\_], who acknowledged himself/herself to be a duly authorized officer of [\_\_\_\_], and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name: \_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Residing in \_\_\_\_\_

[Assignment and Assumption Agreement]

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been duly executed by the parties hereto as of the date first above written.

**WELLS FARGO BANK NORTHWEST,  
NATIONAL ASSOCIATION**

as security trustee, as foreclosing lender acting  
in such capacity for and on behalf of Original  
Borrower, as lessor


By: \_\_\_\_\_

Name:

Title:

**GATX CORPORATION,**

as Buyer

By:  \_\_\_\_\_

Name: Cliff Polzenheim

Title: SVP, Strategic Growth



[Assignment and Assumption Agreement]

State of \_\_\_\_\_ )  
 )  
County of \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be a duly authorized person of **WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION**, as security trustee, as foreclosing lender acting for and on behalf of Original Borrower, as lessor, and that, as such duly authorized person, he/she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name: \_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

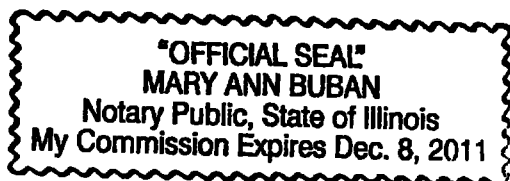
Residing in: \_\_\_\_\_

State of ILLINOIS )  
 )  
County of COOK )

On this, the 11TH day of NOV, 2010, before me, a Notary Public in and for said ~~County~~ and State, personally appeared CLIFFORD J. PORZENHEIM, the SR. VICE PRESIDENT of STRATEGIC GROWTH, who acknowledged himself/herself to be a duly authorized officer of GATX CORPORATION, and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name: Mary Ann Buban  
Notary Public



My Commission Expires: 12/08/2011

Residing in: ILLINOIS

**Exhibit A**

# **EQUIPMENT, LEASES & STORAGE AGREEMENTS**

<b>Lease #</b>	<b>Lessee/Storage</b>	<b>Type</b>	<b># of Units</b>	<b>Year Built/ Manufacturer</b>	<b>Description</b>	<b>Reporting Marks</b>	<b>Casualty Marks</b>
1	Entergy Arkansas, Inc.	Full	75	2006 by FreightCar America, Inc.	4520 CF Aluminum body BethGon II Coal Porter Railcars, 286,000 lbs. GRL, AAR Car Type Code J311	BNBX 120000-120006, inclusive; 120008-120015, inclusive; 120017-120019, inclusive; 120022-120024, inclusive; 120027-120030, inclusive; 120032-120043, inclusive; 120050-120068, inclusive; 120071-120077, inclusive; 120079-120081, inclusive; 120091; 120094-120096, inclusive; 120098-120100, inclusive; 120102; and 120105	None
2	Georgia Power Company	Net	240	2006 by Trinity North American Freight Car, Inc.	RDVI® aluminum Open Top Coal Hopper Railcars, 286,000 lbs. GRL; AAR Car Type Code K341	GALX 06681-06800, inclusive; and RWSX 06271-06390, inclusive	None
3	Superior Well Services, Inc. #1	Net	10	2006 by Trinity North American Freight Car, Inc.	3281 CF Covered Hopper Railcars, 286,000 lbs. GRL, AAR Car Type Code C112	SWSX 60611-60620, inclusive	None

Lease #	Lessee/Storage	Type	# of Units	Year Built/ Manufacturer	Description	Reporting Marks	Casualty Marks
4	Superior Well Services, Inc. #2	Net	20	2006 by Trinity North American Freight Car, Inc.	3281 CF Covered Hopper Railcars, 286,000 lbs. GRL, AAR Car Type Code C112	SWSX 60621-60640, inclusive	None
5	Washington Mills Tonawanda, Inc.	Net	15	2006 by Trinity North American Freight Car, Inc.	3281 CF Covered Hopper Railcars, 286,000 lbs. GRL, AAR Car Type Code C112	GBRX 65100-65114, inclusive	None
6	Tate & Lyle	Net	100	2006 by Trinity North American Freight Car, Inc.	5161 CF Covered Hoppers with gravity outlet gates and trough hatches, AAR Car Type Code C114	STLX 6200-6299, inclusive	None
7	Kansas City Power & Light Company	Full	148	2006 by FreightCar America, Inc.	4520 CF Aluminum body BethGon II Coal Porter Railcars, 286,000 lbs GRL, AAR Car Type Code J311	BNBX 120127, 120133, 120134, 120240, 120266, 120269-120278, inclusive; 120284-120286, inclusive; 120293, 120314, 120328-120330, inclusive; and 120500-120624, inclusive	None
8	BNSF Railway Company #1	Full	131	2006 by Gunderson-Concarril, S.A. de C.V.	5188 CF through-sill Covered Hopper Railcars, 286,000 lbs. GRL, AAR Car Type Code C114	BNSF 484000-484132, inclusive	BNSF 484016 and 484017

Lease #	Lessee/Storage	Type	# of Units	Year Built/ Manufacturer	Description	Reporting Marks	Casualty Marks
9	BNSF Railway Company #2	Full	265	2006 by Gunderson-Concarril, S.A. de C.V.	5188 CF through-sill Covered Hopper Railcars, 286,000 lbs. GRL, AAR Car Type Code C114	BNSF 484133-484399, inclusive	BNSF 484171 and 484324
10	Coors Brewing Company	Full	90	2006 by Trinity North American Freight Car, Inc.	5161 CF Covered Hoppers with gravity outlet gates and trough hatches, AAR Car Type Code C114	CORX 1020-1109, inclusive	None
11	Hudson Baylor Corporation	Full	10	2006 by Trinity North American Freight Car, Inc.	3281 CF Cement Covered Hopper Railcars, 286,000 lbs. GRL, AAR Car Type Code C112	AOK 65415-65424	None
12	National Cement Company of Alabama, Inc. #1	Full	34	2006 by Trinity North American Freight Car, Inc.	3281 CF Cement Covered Hopper Railcars, 286,000 lbs. GRL, AAR Car Type Code C112	GBRX 65215-65217, inclusive; and 65219-65249, inclusive	GBRX 65218
13	National Cement Company of Alabama, Inc. #2	Full	40	2006 by Trinity North American Freight Car, Inc.	3281 CF Cement Covered Hopper Railcars, 286,000 lbs. GRL, AAR Car Type Code C112	GBRX 65250-65289, inclusive	None

Lease #	Lessee/Storage	Type	# of Units	Year Built/ Manufacturer	Description	Reporting Marks	Casualty Marks
14	Excalibar Minerals LLC (f/k/a Excalibar Minerals Inc.)	Full	10	2006 by Trinity North American Freight Car, Inc.	3230 CF Pressure Differential Covered Hopper Railcars, 286,000 lbs. GRL, AAR Car Type Code C612	GBRX 65020-65029, inclusive	None
15	Calfrac Well Services Corp. #1	Full	75	2006 by Trinity North American Freight Car, Inc.	3281 CF Covered Hopper Railcars, 286,000 lbs. GRL, AAR Car Type Code C112	GBRX 65340-65414, inclusive	None
16	Calfrac Well Services Corp. #2	Full	50	2006 by Trinity North American Freight Car, Inc.	3281 CF Covered Hopper Railcars, 286,000 lbs. GRL, AAR Car Type Code C112	GBRX 65290-65339, inclusive	None
17	Texas Northwestern Railway Company (Storage)	Storage	14	2006 by FreightCar America, Inc.	4520 CF Aluminum body BethGon II Coal Porter Railcars, 286,000 lbs. GRL, AAR Car Type Code J311	BNBX 120007, 120016, 120020, 120026, 120044, 120045, 120047, 120048, 120078, 120088, 120089, 120092, 120093 and 120106	None
18	CM&P Consultants (Storage)	Storage	21	2006 by FreightCar America, Inc	4520 CF Aluminum body BethGon II Coal Porter Railcars, 286,000 lbs. GRL, AAR Car Type Code J311	BNBX 120021, 120025, 120031, 120046, 120049, 120069, 120070, 120082 - 120087, inclusive, 120090, 120097, 120101, 120103, 120104, 120107 - 120109, inclusive	None

## **LEASE SUMMARIES**

### **Lease No. 1 – Entergy Arkansas, Inc.**

Master Full Service Railcar Lease, dated as of October 21, 2010, between BBRX Four LLC and Entergy Arkansas, Inc.

Schedule No. 1 to Master Full Service Railcar Lease, dated as of October 21, 2010, between BBRX Four LLC and Entergy Arkansas, Inc.

Memorandum of Full Service Railcar Lease, dated as of October 21, 2010, between BBRX Four LLC and Entergy Arkansas, Inc.

### **Lease No. 2 – Georgia Power Company**

Master Net Railcar Lease dated as of July 25, 2006, between Babcock & Brown Rail Funding LLC and Georgia Power Company.

Schedule No. 01 to Master Net Railcar Lease dated as of July 25, 2006, between Babcock & Brown Rail Funding LLC and Georgia Power Company.

Lease Amendment No. 01 dated as of November 14, 2006, between Babcock & Brown Rail Funding LLC and Georgia Power Company.

Lease Amendment No. 2 dated as of February 1, 2010, and effective as of November 1, 2009, between BBRX Four LLC and Georgia Power Company.

### **Lease No. 3 – Superior Well Services, Inc. #1**

Master Net Railcar Lease dated as of April 24, 2006, between Babcock & Brown Rail Funding LLC and Superior Well Services, Inc.

Schedule No. 02 to Master Net Railcar Lease dated as of June 1, 2006, between Babcock & Brown Rail Funding LLC and Superior Well Services, Inc.

Lease Extension Agreement No. 1 to Schedule No. 2, dated as of July 30, 2010, and effective as of September 1, 2010, between BBRX Four LLC and Superior Well Services, Inc.

### **Lease No. 4 - Superior Well Services, Inc. #2**

Master Net Railcar Lease dated as of April 24, 2006, between Babcock & Brown Rail Funding LLC and Superior Well Services, Inc.

Schedule No. 03 to Master Net Railcar Lease dated as of October 17, 2006, between Babcock & Brown Rail Funding LLC and Superior Well Services, Inc.

Lease Extension Agreement No. 1 to Schedule No. 3, dated as of October 1, 2010, and effective as of December 1, 2010, between BBRX Four LLC and Superior Well Services, Inc.

**Lease No. 5 – Washington Mills Tonawanda, Inc.**

Master Net Railcar Lease, dated as of June 13, 2006, between Babcock & Brown Rail Funding LLC and The Exolon Company.

Schedule No. 01 to Master Net Railcar Lease dated as of June 13, 2006, between Babcock & Brown Rail Funding LLC and The Exolon Company.

Master Net Railcar Lease Assignment and Assumption Agreement, dated as of January 1, 2008, between The Exolon Company and Washington Mills Tonawanda, Inc..

Amendment and Lease Extension No. 1, dated as of May 12, 2008, effective as of September 1, 2008, between BBRX Four LLC and Washington Mills Tonawanda, Inc.

Amendment and Lease Extension No. 2 to Lease Schedule No. 1, dated as of July 2, 2010, effective as of September 1, 2010, between BBRX Four LLC and Washington Mills Tonawanda, Inc.

**Lease No. 6 – Tate & Lyle**

Master Net Railcar Lease dated as of March 14, 2006, between Babcock & Brown Rail Funding LLC and Tate & Lyle.

Schedule No. 01 to Master Net Railcar Lease dated as of March 14, 2006, between Babcock & Brown Rail Funding LLC and Tate & Lyle.

**Lease No. 7 – Kansas City Power & Light Company**

Master Full Service Railcar Lease dated as of October 3, 2006, between Babcock & Brown Rail Funding LLC and Kansas City Power & Light Company.

Schedule No. 01 to Master Full Service Railcar Lease dated as of October 3, 2006, between Babcock & Brown Rail Funding LLC and Kansas City Power & Light Company.

Lease Extension Agreement No. 1, dated as of November 16, 2009, and effective as of December 1, 2009, between BBRX Four LLC and Kansas City Power & Light Company.

Lease Extension Agreement No. 2, dated as of October 1, 2010, and effective as of December 1, 2010, between BBRX Four LLC and Kansas City Power & Light Company.

**Lease No. 8 – BNSF Railway Company #1**

Master Full Service Railcar Lease dated as of October 12, 2006, and effective as of June 1, 2006, between Babcock & Brown Rail Funding LLC (as assignee of Greenbrier Leasing Company) and BNSF Railway Company.

Schedule No. 01 to Master Full Service Railcar Lease dated as of October 12, 2006, and effective as of June 1, 2006, between Babcock & Brown Rail Funding LLC (as assignee of Greenbrier Leasing Company) and BNSF Railway Company



Lease Extension and Amendment to Schedule No. 1, dated as of October 6, 2010, and effective as of September 15, 2010, between BBRX Four LLC (as assignee of Greenbrier Leasing Company) and BNSF Railway Company.

Assignment and Assumption Agreement, dated as of October 18, 2006, between Greenbrier Leasing Company and Babcock and Brown Rail Funding LLC.

Lease No. 9 – BNSF Railway Company #2

Master Full Service Railcar Lease dated as of October 12, 2006, and effective as of June 1, 2006, between Babcock & Brown Rail Funding LLC (as assignee of Greenbrier Leasing Company) and BNSF Railway Company.

Schedule No. 02 to Master Full Service Railcar Lease dated as of October 12, 2006, and effective as of August 1, 2006, between Babcock & Brown Rail Funding LLC (as assignee of Greenbrier Leasing Company) and BNSF Railway Company.

Assignment and Assumption Agreement, dated as of October 18, 2006, between Greenbrier Leasing Company and Babcock and Brown Rail Funding LLC.

Lease No. 10 – Coors Brewing Company

Lease Agreement dated as of May 1, 2006, between Babcock & Brown Rail Funding LLC (as assignee of Greenbrier Leasing Company LLC) and Coors Brewing Company.

Schedule No. 1 dated as of May 1, 2006, by and between Babcock & Brown Rail Funding LLC (as assignee of Greenbrier Leasing Company LLC) and Coors Brewing Company.

Assignment and Assumption Agreement dated as of November 10, 2006, between Greenbrier Leasing Company LLC and Babcock and Brown Rail Funding LLC.

Amendment No. 1 to Lease Schedule No. 1 dated as of December 29, 2007, effective May 1, 2006, between Babcock & Brown Rail Funding LLC and Coors Brewing Company.

Lease No. 11 – Hudson Baylor Corporation

Lease Agreement dated as of November 1, 2006, between Babcock & Brown Rail Funding LLC and Hudson Baylor Corporation.

Schedule No. 1 dated as of November 1, 2006, between Babcock & Brown Rail Funding LLC and Hudson Baylor Corporation.

Lease No. 12 – National Cement Company of Alabama, Inc. #1

Master Full Service Railcar Lease dated as of July 1, 2006, between Babcock & Brown Rail Funding LLC (as assignee of Greenbrier Leasing Company LLC) and National Cement Company of Alabama, Inc.

Schedule No. 1 to Master Full Service Railcar Lease dated as of July 1, 2006, between Babcock & Brown Rail Funding LLC (as assignee of Greenbrier Leasing Company LLC) and National Cement Company of Alabama, Inc.

Amendment No. 1 to Lease Schedule No. 1 dated as of January 15, 2007, effective as of July 1, 2006, between Babcock & Brown Rail Funding LLC (as assignee of Greenbrier Leasing Company LLC) and National Cement Company of Alabama, Inc.

Assignment and Assumption Agreement, dated as of March 15, 2007, between Greenbrier Leasing Company LLC and Babcock and Brown Rail Funding LLC.

Lease No. 13 – National Cement Company of Alabama, Inc. #2

Master Full Service Railcar Lease dated as of July 1, 2006, between Babcock & Brown Rail Funding LLC (as assignee of Greenbrier Leasing Company LLC) and National Cement Company of Alabama, Inc.

Schedule No. 2 to Master Full Service Railcar Lease dated as of July 1, 2006, between Babcock & Brown Rail Funding LLC (as assignee of Greenbrier Leasing Company LLC) and National Cement Company of Alabama, Inc.

Amendment No. 1 to Lease Schedule No. 2 dated as of January 15, 2007, effective as of July 1, 2006, between Babcock & Brown Rail Funding LLC (as assignee of Greenbrier Leasing Company LLC) and National Cement Company of Alabama, Inc.

Assignment and Assumption Agreement, dated as of March 15, 2007, between Greenbrier Leasing Company LLC and Babcock Rail Funding LLC.

Lease No. 14 – Excalibur Minerals LLC (f/k/a Excalibar Minerals Inc.)

Master Full Service Railcar Lease dated as of June 1, 2006, between Babcock & Brown Rail Funding LLC (as assignee of Greenbrier Leasing Company LLC) and Excalibar Minerals LLC (f/k/a Excalibar Minerals Inc.).

Schedule No. 01 to Master Full Service Railcar Lease dated as of June 1, 2006, between Babcock & Brown Rail Funding LLC (as assignee of Greenbrier Leasing Company LLC) and Excalibar Minerals LLC (f/k/a Excalibar Minerals Inc.).

Lease Amendment No. 01 dated as of January 22, 2007, and effective as of June 1, 2006, between Babcock & Brown Rail Funding LLC (as assignee of Greenbrier Leasing Company LLC) and Excalibar Minerals LLC.

Assignment and Assumption Agreement, dated as of January 29, 2007, and effective as of June 1, 2006, between Babcock & Brown Rail Funding LLC and Greenbrier Leasing Company

Assignment and Assumption Agreement, dated as of January 31, 2007, between Greenbrier Leasing Company LLC and Babcock and Brown Rail Funding LLC.

**Lease No. 15 – Calfrac Well Services Corp. #1**

**Master Full Service Railcar Lease dated as of September 1, 2006, by and between Babcock & Brown Rail Funding LLC and Harwest Industrial Minerals Corporation.**

**Schedule No. 2 to Master Full Service Railcar Lease, dated as of September 1, 2006, between Babcock and Brown Rail Funding LLC and Harwest Industrial Minerals Corporation.**

**Amended and Restated Schedule No. 2 to Master Full Service Railcar Lease dated as of January 2, 2007, and effective September 1, 2006, between Babcock & Brown Rail Funding LLC and Harwest Industrial Minerals Corporation.**

**Assignment and Assumption of Babcock Master Full Service Master Lease, dated as of December 21, 2007, between Harwest Industrial Minerals Corporation and Pure Energy Services (USA), Inc.**

**Assignment and Assumption of Master Full Service Railcar Lease, dated as of August 14, 2009, between Pure Energy Services (USA), Inc., and Calfrac Well Services Corp.**

**Lease No. 16 – Calfrac Well Services #2**

**Master Full Service Railcar Lease dated as of September 1, 2006, between Babcock & Brown Rail Funding LLC and Harwest Industrial Minerals Corporation.**

**Amended and Restated Schedule No. 1 to Master Full Service Railcar Lease dated as of January 2, 2007, and effective as of September 1, 2006, between Babcock & Brown Rail Funding LLC and Harwest Industrial Minerals Corporation.**

**Assignment and Assumption of Babcock Master Full Service Master Lease, dated as of December 21, 2007, between Harwest Industrial Minerals Corporation and Pure Energy Services (USA), Inc.**

**Assignment and Assumption of Master Full Service Railcar Lease, dated August 14, 2009, between Pure Energy Services (USA), Inc., and Calfrac Well Services Corp.**

## **STORAGE AGREEMENTS**

### **Storage Agreement No. 17 Texas Northwestern Railway Company**

Railcar Storage Agreement, dated as of May 12, 2010, between Texas Northwestern Railway Company and BBRX Four LLC.

### **Storage Agreement No. 18 CM&P Consultants**

Railcar Storage Contract, dated as of May 21, 2010, between CM&P Consultants and BBRX Four LLC.

**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: \_\_\_\_\_

11/15/10



\_\_\_\_\_  
Robert W. Alvord